

SAP#

AGREEMENT BETWEEN THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS AND

(Name)

(Address)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Print/Type Title

Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Print/Type Title

Print/Type Name

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pennsylvania Department of Drug and Alcohol Programs

Approved as to form and legality:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chief Counsel  
Pennsylvania Department of Drug and Alcohol Programs

AND BY: Not required DATE: \_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

AND BY: Not required DATE: \_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

I hereby certify that funds are available in the amount(s) and in the appropriation symbol(s) as shown below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Comptroller  
Public Health and Human Services

*Nadema Wasa*

Project Officer, 717-783-8200

*Jennifer Newell*

Jennifer Newell

Alternate Project Officer, 717-783-8200

SAP#:

**GRANT AGREEMENT BETWEEN  
THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS**

**AND**

THIS GRANT AGREEMENT, hereinafter referred to as “Grant Agreement” or “Agreement”, is made by and between the Commonwealth of Pennsylvania, Department of Drug and Alcohol Programs, hereinafter referred to as “the Department” or “DDAP”, and the hereinafter referred to as “Grantee.”

WHEREAS, the Department is designated as the State Agency responsible to provide planning and administrative oversight for the provision of addiction services related to substance use under Act 2010-50; and

WHEREAS, the Department has the power and duty to develop and adopt a State Plan that includes grants and contracts for the intervention, prevention and treatment of drug and alcohol dependence pursuant to Act 2010-50 (71 P.S. § 613.1(1)(xix)); and

WHEREAS, the Department is in receipt of or anticipates receipt of Federal funds or State funds or both pursuant to Act 2010-50 (71 P.S. § 613.1) to provide for the purposes of this Grant Agreement, and this Grant Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, the Grantee submitted a web-based application to participate in the Provider Stabilization Program and the Department approved the application; and

WHEREAS, this Agreement is a Grant Agreement and not subject to the Commonwealth Procurement Code, Act 1998-57 (62 Pa.C.S.A. § 101, *et seq.*).

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

**I. RECIPIENT OF GRANT AGREEMENT FUNDS**

Under the terms of this Agreement, the Grantee shall serve as the recipient of Federal funds and be responsible for the disbursement and audit of said funds received through this Grant Agreement.

**II. GRANT AGREEMENT TERM**

**A.** This Grant Agreement shall be effective from March 15, 2022 through March 14, 2023, subject to its other provisions, and the availability of funds, whether State or Federal

unless terminated earlier by either party according to the termination provisions of this Grant Agreement.

**B. No Cost Extension.** The term of this Grant Agreement may be extended with no additional funding by a written notice signed by the Department in order to allow the Grantee to continue to use the funds to perform the work of this Grant Agreement at the same terms and conditions as this Grant Agreement for an additional period of time. For the purpose of this extension, the funding amount is limited to the maximum Grant Agreement amount awarded in Section III. At no time will the length of this Grant Agreement exceed five years including any extension.

**C. Renewal.**

At the Department's discretion and by letter notice, the Department may renew this Grant Agreement for the following term: XXX consecutive XXX year term.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:
  - a) At the Grant Agreement's original terms or conditions; or
  - b) To increase or decrease the grant amount or salaries, hourly wages or fringe benefits to reflect cost increases so long as that increase is less than 1% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in scope of work of the original agreement in the renewal; or
  - c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.
2. The Department is not obligated to increase the amount of Grant award.
3. All renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

Renewals are not applicable to this Agreement.

**III. GRANT AGREEMENT AMOUNT**

Subject to the availability of funds, whether State or Federal, and the other terms and conditions of this Grant Agreement, the Department will make payments in accordance with the Grant Agreement payment provisions section up to the maximum Grant Agreement amount of

**IV. FUNDING ADJUSTMENTS**

If, during the term of this Grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Grant Agreement, the Department may advise the Grantee, in writing, of the availability and purpose of such funds. The Department also will inform the Grantee of any additional conditions or requirements of the additional funds. The Grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Department. With the addition of funds to the grant agreement, the Department may issue a revised Work Statement or require the Grantee to provide the Department with a written Work Statement detailing the manner in which Grantee will use the additional funds in accordance with the stated requirements.

**V. FUNDING SOURCE(S)**

Pursuant to Management Directive 305.21, *Payments to Local Governments and Other Subrecipients*, the Department must identify the amounts of Federal and State funding it provides to Grantees. This identification follows and includes the breakdown of Federal and State dollars provided and the related Federal and State financial assistance program name and number:

<u>Fund</u>	<u>Amount</u>	<u>CFDA Number</u>	<u>Source</u>	<u>Program Title</u>
Federal 87-407		93.959	DHHS/SAMHSA	Substance Abuse Block Grant (SABG FY21 COVID emergency funding)

**VI. STANDARD FUNDING RESTRICTIONS**

Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds must be used for purposes supported by the program and may not be used to:

- A. Exceed Salary Limitation:** The Consolidated Appropriations Act, 2021 (Pub.L 116-260) signed into law on December 27, 2020, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300.

For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

- B. Deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monopropduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current**

federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Grantees must assure that clients will not be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

- C. Fund prevention, treatment, and recovery support services and practices that do not have a demonstrated evidence-base, and that are not appropriate for the population(s) of focus.

## VII. ADDITIONAL TERMS AND CONDITIONS

DDAP is passing on to its Grantees and any applicable providers additional federal requirements received from SAMHSA:

Effective Date	Grant
August 1, 2021	Substance Abuse Block Grant (SABG FY21 COVID emergency funding)

The Grantee must require strict adherence to these requirements and include this language in all subsequent provider agreements. Any breach of these requirements will result in the disallowance of funds or may require the termination of the subrecipients of these funds. The *Standard Terms and Conditions* are as follows:

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

## VIII. SUBAWARD INFORMATION FOR PASS-THROUGH ENTITIES

Pursuant to 2 CFR 200 Chapter I, Chapter II, Part 200, et. al., the following information must be identified as it related to Federal funds:

**A. Data Universal Numbering System (DUNS) Number –**

**B. Federal Award Identification Number – 1B08TI083542-01**

**C. Federal Award Date – 3/11/2021**

**D. Total Amount of the Federal Award - \$55,395,098**

**E. Federal Award of Project Description as required to be responsive to the Federal Funding Accountability and Transparency Act** – The Grantee shall receive Federal administrative and treatment funding. The Grantee shall be responsible for continued delivery of services to the uninsured/underinsured populations; commitment to minimizing the spread of COVID-19; and continued delivery of quality, evidence-based treatment as demonstrated through the provision of services aligned with the American Society of Addiction Medicine (ASAM) Criteria, 3<sup>rd</sup> Edition, 2013.

**F. Pass-Through Entity** – The Department of Drug and Alcohol Programs acts as the pass-through entity.

**G. Research and Development** –

Subaward is used for research and development.

- Subaward is **not** used for research and development.

Additional information to satisfy the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards has been identified throughout this boilerplate.

## **IX. WORK STATEMENT**

The Grantee shall provide program activities and related services as specified in Appendix A, Work Statement, and its Attachment(s), if any.

## **X. APPENDICES AND ATTACHMENTS**

The following Appendices and Attachments are incorporated into and made part of this Grant Agreement and the parties agree to be bound by these Appendices and Attachments:

**A. Appendix A - Work Statement**

**B. Appendix B – Invoice Template**

## **XI. INCORPORATED DOCUMENTS**

Grantee acknowledges having reviewed a copy of the following documents, which are available at <https://www.ddap.pa.gov>. These documents are incorporated by reference into and made a part of this Grant Agreement:

**A. Standard General Terms and Conditions**

**B. Audit Requirements**

**C. Commonwealth Travel and Subsistence Rates**

**D. Federal Lobbying Certification and Disclosure**

**E. Minimum Personal Computer Hardware, Software, and Peripherals Requirements****F. Pro-Children Act of 1994****G. Substance Abuse Prevention and Treatment Block Grant Provisions****H. Right to Know Law****I. Enhanced Minimum Wage Provisions****J. HIPAA Business Associate Agreement and Attachment 1**

- The HIPAA Business Associate Agreement is applicable to this agreement
- The HIPAA Business Associate Agreement is not applicable to this agreement

**XII. COMMAND AND CONTROL**

Immediate command and control over all of the Grantee's resources and personnel employed in accordance with this Grant Agreement shall rest with the Grantee at all times. All of the Grantee's operations conducted pursuant to this Grant Agreement shall be conducted in strict accordance with applicable laws and regulations and Grantee directives.

**XIII. PERIODIC REVIEW OF PERFORMANCE**

The Department will review the performance of the Grantee on a continuing basis.

**XIV. FUTURE APPROPRIATIONS**

There is no expectation of future funds available for this purpose.

**XV. OTHER INSURANCE/PAYMENT REQUIREMENTS**

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant Agreement.

**XVI. CONFIDENTIALITY PROVISIONS**

The Grantee and its subcontractors shall comply with all confidentiality provisions contained within this Grant Agreement, to include provisions contained in the Standard General Terms and Conditions, as well as all applicable Federal and State statutes and regulations. This shall include, but not be limited to, the drug and alcohol confidentiality provisions contained in Federal law at 42 CFR Part 2, 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3; and State law at 71 P.S. § 1690.108, 42 Pa.C.S. § 6352.1, 4 Pa. Code § 255, 4 Pa. Code § 257, 28 Pa. Code § 709.28, and 55 Pa. Code § 5100.39.

**XVII. MEANING OF TERMS “CONTRACT” AND “CONTRACTOR”**

The parties understand that the use of the terms “Contract” and “Contractor” throughout this Agreement and associated appendices and incorporated documents shall mean “Grant Agreement” and “Grantee” respectively.

**XVIII. PAYMENT PROVISIONS**

- A. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and can be completed online, as applicable.
- B. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth’s Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>
- C. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the recipient to properly apply the state agency’s payment to the respective invoice or program.
- D. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- E. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- F. Unless otherwise specified elsewhere in this Grant Agreement, the following shall apply:
  - 1. The Grantee shall submit invoices within 60 days from when a fully signed copy is provided to the Grantee. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing.
  - 2. The Grantee shall submit invoices to the Department using the invoice format in Appendix B – Invoice Template. An original invoice shall be sent by the Grantee either electronically to [69183@pa.gov](mailto:69183@pa.gov) or via US mail to the address listed in Appendix B – Invoice Template.



**XIX. FINAL GRANT AGREEMENT APPROVAL**

This Grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the Agreement and the Commonwealth provides a fully signed copy to the Grantee.

**SAP#**

**Appendix A**

**WORK STATEMENT**

**I. BACKGROUND**

- A. As a result of the COVID-19 pandemic, costs to providers have increased through the need for purchasing personal protective equipment, engaging in more stringent disinfecting protocols, etc. Further, staffing shortages due to COVID-related reasons; illness or the inability to work; and the need to incentivize work via overtime pay has created further increased costs to Pennsylvania's Substance Use Disorder (SUD) treatment providers. Additionally, residential providers have been tasked with reducing capacity and admissions in order to meet social distancing guidelines. Concurrently, the prevalence of SUD has continuously increased during this stress-induced time.
- B. The Department of Drug and Alcohol Programs (DDAP) has identified a continued need for SUD prevention, treatment, and recovery services in the context of COVID-19. The Coronavirus Response and Relief Supplement Appropriations Act appropriated funding through the Substance Abuse Prevention and Treatment Block Grant (SABG) program to assist in response to the COVID-19 pandemic. This SABG supplemental funding has provided DDAP with the means to offer stabilization payments directly to providers to assist with current pandemic related expenses. These include but are not limited to; minimizing the spread of COVID-19, ensuring the provision of testing and support of vaccines as appropriate, and delivering quality, evidence-based treatment as demonstrated through the provision of services aligned with the American Society of Addiction Medicine (ASAM) Criteria, 3<sup>rd</sup> Edition, 2013.

**II. PURPOSE**

The Grantee shall utilize these funds to continue supporting the delivery of SUD services to the uninsured/underinsured population.

**III. SPECIFIC TASKS**

- A. The Grantee shall coordinate with the local Single County Authority (SCA) for the provision of the following services:
1. Continued delivery of services to the uninsured/underinsured population;
  2. Commitment to minimizing the spread of COVID-19 and insuring the provision of testing and support of vaccinations as appropriate; and

3. Continued delivery of quality, evidence-based treatment as demonstrated through the provision of services aligned with the ASAM Criteria, 3<sup>rd</sup> Edition 2013.

**APPENDIX B  
INVOICE**

**Invoices should be sent to:**

Department of Drug and Alcohol Programs  
74DRUGPGMS  
P.O. Box 69183  
Harrisburg, PA 17106

**Invoice Date:** \_\_\_\_\_

**Payee Name and Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Invoice Number:** \_\_\_\_\_

**SAP Document Number:** \_\_\_\_\_

**Billing Period:** \_\_\_\_\_

**SAP Vendor Number:** \_\_\_\_\_

<u>Description:</u>	<u>Invoice Amount:</u>
Direct stabilization payment to the provider to assist with current COVID-19 pandemic-related expenses.	\$XXX.XX

\_\_\_\_\_  
**Grantee's Authorized Signature**

\_\_\_\_\_  
**Date**